

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 58	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW83-03-T-0015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARIA R BUCKNER		b. TELEPHONE NUMBER (No Collect Calls) 808-438-8583		6. SOLICITATION ISSUE DATE 30-May-2003	
9. ISSUED BY CONTRACTING DIVISION USAED, HONOLULU BLDG S230 (CW83) FT. SHAFTER HI 96858-5440		CODE DACW83		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8412 SIZE STANDARD: \$6,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
TEL: FAX:				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE					
SEE SCHEDULE							
17a. CONTRACTOR/ OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE					
TEL. FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YYMMDD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

FFP
Regional Visitor Center Exhibitory Service

Contractor shall provide all management, labor, equipment, tools, materials, and supplies to perform exhibitry service in accordance with the below Scope of Work entitled, "Exhibit Design, Fabrication, Installation Specifications for the Honolulu Engineer District, Pacific Regional Visitor Center, Fort DeRussy, Oahu, Hawaii", dated 30 April 2003.

Delivery Schedule: See Scope of Work

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		

OPTION Government Option
FFP
Regional Visitor Center Fabrication & Installation Service

Contractor shall provide all management, labor, equipment, tools, materials, and supplies to perform fabrication and installation services in accordance with the below Scope of Work entitled, "Exhibit Design, Fabrication, Installation Specifications for the Honolulu Engineer District, Pacific Regional Visitor Center, Fort DeRussy, Oahu, Hawaii", dated 30 April 2003.

Delivery Schedule: See Scope of Work

NET AMT

FOB: Destination

SCOPE OF WORK

Scope of Work
Exhibit Design, Fabrication, Installation Specifications
For the Honolulu Engineer District
Pacific Regional Visitor Center, Fort DeRussy, Oahu, Hawaii
30 April 2003

1. General

Scope of Work – The Contractor shall provide all labor, materials, equipment, travel, and facilities required to design, fabricate, deliver and install a series of interpretive exhibits and signage for the Pacific Regional Visitor Center (RVC) in accordance with the attached specifications. Exhibits will be required within the following areas: (see attached diagrams in Appendix B).

- **Central Exhibit Area** - A rectangular area (19'x52' = 990 sq. ft. of floor space and 880 sq. ft. of wall space for exhibits) within the RVC.

SPECIFIC TASK:

<u>Performance Objective</u>	Performance Standard and Acceptable Quality Level (AQL)	<u>Method of Surveillance</u>
Design RVC Exhibit	Complete the Concept Design Package, submit the Preliminary Design Package & complete the Final Design Package in accordance with this scope of work.	The Concept Design Package, Preliminary Design Package and Final Design Package will be reviewed by the Contracting Officer or Contracting Officer Representative for approval.
Fabricate RVC Exhibit	Complete all exhibit fabrication phase deliverables in accordance with this scope of work	Review and approval of fabricated exhibits by the Contracting Officer or Contracting Officer Representative.
Install RVC Exhibits	Complete the installation of all Government approved fabricated exhibit deliverables in accordance with this scope of work,	Review and approval of installed exhibits by the Contracting Officer or Contracting Officer Representative.

	which includes the training of RVC staff on the operation and maintenance of the new exhibits installed under this contract.	
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The Government retains the right to modify the methods of surveillance. Documentation includes but is not limited to, customer surveys, customer feedback, government-signed forms, etc. The following information will be used by the Government to evaluate the Contractor's performance and to determine performance, where applicable under this contract.

ADMINISTRATION:

The Contractor shall forward one copy of the invoice to the COR for review, approval and preparation of Receiving Report prior to contractor receiving payment.

QUALITY ASSURANCE:

The government shall monitor the contractor's performance under this contract.

2. Background Information

2.1 The Pacific Regional Visitor Center – The RVC was constructed by the Corps and opened to the public in 1983. The RVC functions as an educational and interpretive tool to teach and inform the public about the role of the Corps in those Pacific Basin areas, with emphasis on the Honolulu Engineer District's Water Resources Development Program. The RVC routinely services 44,000 visitors on an annual basis, with a peak of 60,000 visitors in 1989. The RVC also receives high-ranking military and political officials who visit Battery Randolph for various functions and activities - this presents an excellent opportunity to showcase the RVC.

2.2 Rationale for New Exhibitry –The presentation at the RVC had not been updated since the facility opened in 1983. Most of the existing exhibits and audio-visual video presentations were judged to be either out-of-date, in poor condition, run on old technology hardware, or ineffective in meeting current interpretive objectives.

2.3 RVC Updates - Phase I, (RVC renovation) and Phase II (Audio/Visual presentations) are complete. Phase III, the final phase, is the installation of the exhibitry under this contract.

2.4 Location - Geographical Description – The RVC is located on the gun deck of historic Battery Randolph at Fort DeRussy, Waikiki, Honolulu, Hawaii. Battery Randolph is one of 16 coastal fortifications built by the Corps between 1906 and 1917 for the protection of Honolulu and Pearl Harbors. Battery Randolph is listed on the National Register of Historic Sites. The U.S. Army Museum of Hawaii also resides at Battery Randolph.

3. Work To Be Performed by the Contractor

3.1 Exhibit Development Process. The exhibit development process consists of five separate phases and will be conducted in the order shown below. The fabrication and installation of the exhibits, may be awarded as a single Government Option (G.O.) line item under this contract.

Content Development Phase:

- Briefing and orientation session with the Honolulu Engineer District's RVC Project Delivery Team (PDT)
- Review existing RVC exhibit and multimedia presentations
- Review Exhibit Master Plan for the Regional Visitor Center, Fort DeRussy, Hawaii, prepared by Mitsunaga & Associates, Inc., dated November 2000
- Review The Visitor Experience of the revised Regional Visitor Center, Fort DeRussy, Hawaii, prepared by Tom Coffman Multimedia Inc., dated November 15, 2001 (Appendix B)
- Develop main themes as indicated in Interpretive Objectives (see Section 3)
- Prioritize topics
- Conduct preliminary research of subject matter
- Write preliminary story outline and submit to Contracting Officer's Representative for approval
- Review available graphic materials, existing exhibit components available for reuse and any other potential exhibit elements
- Conduct brainstorming sessions with the RVC PDT and Contractor's exhibit development team to organize story and develop exhibit ideas. Make bubble plan.
 - Write revised outline and submit to Contracting Officer's Representative for approval
 - Assemble pictures of potential artifacts, graphic images and reusable exhibit components into notebook according to outline topics

Preliminary Design Phase:

- Develop floor plan
- Determine which existing exhibits in the Central Exhibits Area can be retained and/or remodeled to work in the new floor plan
- Develop rough drawings of key exhibit ideas
- Assemble drawings in booklet and review with the RVC PDT
- Revise exhibit ideas and develop perspective views
- Revise storyline outline

- Assemble drawings, narrative, and estimate into concept design booklet and submit to Contracting Officer to review, along with a notebook of artifacts, graphics and reusable exhibit components
- Develop preliminary exhibit text

Final Design Phase:

- Receive approval from Contracting Officer's Representative to proceed with final design
- Conduct further content research
- Edit artifacts, graphics and reusable exhibit list
- Collect specimens (if used in exhibits)
- Write final exhibit text
- Produce graphic design drawings
- Produce final design drawings showing colors, sizes, and materials
- Develop final engineering specifications and costs for all exhibits, lights, A/V hardware. Drawings shall demonstrate maintenance access areas.

Fabrication and Installation (G.O.):

- Receive approval from Contracting Officer or Contracting Officer Representative to proceed with fabrication
- Produce approval sketches for any dioramas and murals (if used in the design)
- Produce casework, mechanical interactive devices, computerized interactive devices, dioramas (if used in design)
- Obtain graphic originals (negatives, original artwork, slides, etc.)
- Produce graphics
- Receive approval from Contracting Officer or Contracting Officer Representative to proceed with Installation
- Remodel and/or refinish, as needed, any existing exhibit components to be reused in the new design
- Install exhibits
- Install lighting system, electrical, mechanical, and computer requirements for all interpretive elements
- Install exhibit furniture

- Mount artifacts
- Train RVC staff in proper operation and maintenance of exhibits
- Provide RVC staff with maintenance manuals for exhibits
- Test and ensure proper functioning of all exhibit elements

3.2 Removal and/or Reuse of Existing Exhibitory

3.2.1 Reusable Exhibits. The Contractor will recommend the salvage and reuse of any elements of the existing exhibits. Any such reuse will require permission by the Contracting Officer. Any exhibits that are reused must be redesigned and/or updated to match the new color, design, and thematic approach. The Contractor shall clearly identify in their design plans what elements of the current displays should be salvaged

3.2.2 Removal of Existing Exhibits. All current exhibit displays shall be carefully dismantled by the Contractor before installation begins, except for those exhibit elements whose reuse has been requested or agreed to by the Contracting Officer or Contracting Officer Representative. Dismantled displays remain the property of the Government and shall be returned to the RVC staff in good condition.

4. Interpretive Objectives. The design and content of the new RVC exhibits must support the official Mission and Goals of the Pacific Regional Visitor Center (see Appendix A). Specific interpretive objectives for the new exhibit areas are as follows:

After experiencing the new exhibits in the context of their tour of the RVC, visitors should be able to:

- Demonstrate some understanding of the Corps' relevance to the nation.
- Demonstrate some understanding of the Corps origin and history on a national and local level.
- Demonstrate how the West Point Academy is related to the Corps of Engineers.
- Demonstrate how the Corps Engineering Research and Development Center assists the soldier in the field of battle.
- Demonstrate some understanding of the Honolulu District's origin in construction navigational aids, dredging of Honolulu and Pearl Harbors, and coastal fortification to protect the island of Oahu.
- Demonstrate some understanding of the Corps Civil Works Water Resources Development Program on a national and local level.
- Identify at least two ways local Corps commercial navigation projects benefits the community.
- Identify at least two ways local Corps light draft navigation projects benefits the community.
- Identify at least two ways local Corps flood control projects benefit the community.
- Identify at least two ways local Corps shoreline protection projects benefit the community.

- Demonstrate some understanding of the Corps Regulatory mission.
- Identify at three ways the Corps Regulatory mission benefits the community.
- Demonstrate some understanding of the Corps role in the preservation of wetlands.
- Identify three ways wetlands benefit the environment.
- Demonstrate some understanding of the Corps role in Environmental Stewardship.
- Identify at least three ways the Corps role in Environmental Stewardship benefits the community.
- Demonstrate some understanding of the Corps role in Ecosystem Restoration.
- Identify at least three ways the Corps role in Ecosystem Restoration benefits the environment.
- Demonstrate some understanding of the Corps Military Construction Program mission.
- Identify at least 5 ways the local Corps Military Construction Program projects benefits the soldier.
- Demonstrate some understanding of the Corps Natural Disaster Response and Recovery mission.
- Identify at least three ways the Corps Natural Disaster Response and Recovery mission benefits the communities it assists.
- Demonstrate some understanding of the Corps Interagency and International Services mission.
- Identify at least three ways the Corps Interagency and International Services mission benefits the communities it assists.

5. Interpretive Design Requirements

5.1 Self-explanatory operation– Interpretive exhibits shall not be dependent on the use of personnel for their effectiveness. Rather, they should use a self-explanatory, visitor-actuated means of presentation.

5.2 Ease of Maintenance– Exhibits shall feature ease of maintenance with necessary repairs accomplished by field personnel or expertise that is locally available. The design shall avoid use of one-of-a-kind audio-visual components and shall instead specify off-the-shelf equipment. All exhibits shall have easy access for the maintenance of light bulbs, wiring, and exhibit updating.

5.3 Flexibility– Provisions shall be made for flexibility in interpretive treatment. Changing use patterns in the decades ahead may necessitate updating the interpretive program.

5.4 Design Longevity– Interpretive media shall utilize basic good design criteria, avoiding faddish design, typography, illustration styles, or graphics that may appear outdated within a short time. Visual appearances should be handled in such a way as to provide for a life span of a minimum of ten years following installation.

5.5 Design– The design theme for all exhibits, signing, and literature formats shall be uniform and consistent. All such materials and media shall relate to one another visually and graphically. All such materials and media shall be compatible with the existing

presentations and exhibits that are determined to remain. Exhibits shall harmonize with the architecture of the building as well.

5.6 Visual Interest– Exhibits shall, wherever possible, be designed in such a way as to avoid the “flat panel” effect, utilizing dimension, color, lighting, and other means to convey and communicate their message.

5.7 Real Objects– Wherever possible, actual “objects” shall be used to lend authenticity to the visitor experience and heighten communication of concepts. Use of historical artifacts, natural objects, and actual items of equipment can often provide a simple yet inexpensive and relatively maintenance-free way to provide visitor interest and provide visual impact to the exhibits. Combined with judicious use of mechanical interactives and audio-visual devices, such objects can be powerful and effective communication media.

5.8 Visitor Participation– Emphasize creative and innovative hands-on (participatory) exhibit design wherever possible. Interpretive media shall, within the limitations imposed by budgets, maintenance considerations, or visitor numbers, invite participation and involvement, making the visitor a participant in the interpretive experience rather than merely an observer.

5.9 Touchable Objects– Except in the case of valuable, delicate or irreplaceable items, artifacts and objects shall be displayed without the use of glass or other unnecessary barriers between viewer and object. Where possible, visitors shall be allowed and encouraged to touch and feel objects.

5.10 Principles of Interpretation– Exhibits shall be designed with Tilden’s Principles of Interpretation in mind. Information presented in exhibits and media shall be concise, simple, and straightforward. Simplicity of concept and in means of communication shall guide all design and layout decisions. No attempt shall be made to overwhelm visitors with a “book on a wall” approach. Casual visitors shall be able to understand the concepts being communicated without having to read text or look at every element. At the same time, the subject matter shall be covered in sufficient depth to satisfy the visitor who has more than a casual interest.

5.11 Themes and Storylines– The Contractor shall develop themes and storyline elements that support the Interpretive Objectives listed in Section 3. It is left up to the Contractor to design how the themes will be presented based on their talents and expertise and the guidelines presented in this contract.

5.12 Universal Design Required – The Contractor’s exhibit design shall comply with the Principles of Universal Design. Access for viewing and interactive use shall be ensured for a variety of visitors with disabilities including, but not limited to, the visually and hearing impaired and those utilizing a wheelchair. All exhibitry (including hands-on exhibits) shall be physically accessible to persons with disabilities. **Reference: Smithsonian Guidelines for Accessible Exhibition Design.**

5.13 Visitor Safety– Exhibits and all associated exhibit elements must strive to eliminate potential injury hazards, such as narrow access ways, sharp exposed corners, etc.

5.14 Interpretive Expertise– In addition to general design and fabrication staff, Contractor shall utilize the expertise of an interpretive writer for development of title/text elements of proposed exhibits. In developing the proposed exhibits, Contractor must utilize the review and comments of a staff member, or consultant, who has an interpretive background.

6. Contractor's Warranties

Exhibit Warranties– All exhibits and exhibit elements must be fully warranted after installation under the Contractor's standard warranty period whereby the Contractor agrees to immediately correct any defective item or malfunction (except normal maintenance items such as light bulbs) without cost to the Government. Standard industry warranties shall apply to all electronic components.

7. The work under this contract shall be accomplished in the following phases:

Basic Contract:

Content Development Phase

Preliminary Design Phase

Final Design Phase

Government Option:

Fabrication and Installation of Exhibits

8. DELIVERIES OR PERFORMANCE

The Contractor shall complete all work required under this contract in compliance with the schedule provided below.

8.1. PERFORMANCE SCHEDULE

Project Schedule. The Contractor shall complete all work required under this contract in compliance with the schedule provided below. All work shall be completed within seven (7) months after award date.

- **Content Development-** The Contractor shall submit a revised Outline 30 calendar days after award date.
- **Concept Design** – The Contractor shall submit a Concept Design Package, including an artifacts, graphics and reusable exhibit components notebook, within

30 calendar days upon Contracting Officer or Contracting Officer Representative approval of Content Development.

- **Preliminary Design** – The Contractor shall submit a Preliminary Design Package including schematics within 30 calendar days upon Contractor's receipt of resource materials.
- **Final Design** – The Contractor shall provide a Final Design Package to include complete final exhibit text, AV treatments, graphic design drawings, finished shop drawings and engineering specifications within 30 calendar days from government approval of the preliminary design package
- **Fabrication and Installation (G.O.)** – Upon approval of the Final Design Package by the government, the Contractor shall complete within 60 calendar days: all fabrication phase deliverables, including final graphics, final AV elements and all exhibit fabrication; installation of the exhibits and related requirements at the RVC, training of Visitor Center staff and any other work remaining under the contract.

8.2. PLACE OF DELIVERY

All equipment shall be shipped F.O.B. Destination and shall be consigned to the following:

U.S. Army Corps of Engineers, Honolulu District
Attn: Mr. Jim Finney
Pacific Regional Visitor Center
Battery Randolph, Bldg 32
Fort DeRussy, Honolulu, Hawaii 96815
Phone: (808)438-2815

9. PAYMENT

9.1 PROGRESS PAYMENTS

The need for progress payments conforming to regulations will not be considered as a handicap or adverse factor in the award of contracts. Progress payments shall be made in accordance with the following schedule:

Basic Schedule:

1. Approval of Content Development – 10%
2. Approval of Concept Design – 10%
3. Approval of Preliminary Design package -- 40%
4. Approval of Final Design package --40%

Government Option:

1. Completion of all Fabrication -- 60%
2. Completion of Installation, training and all other remaining work -- 40%

--- END SCOPE OF WORK ---

APPENDIX A

Appendix A

Mission and Goals of the Pacific Regional Visitor Center

Mission of the Pacific Regional Visitor Center

The RVC shall promote public awareness and understanding of the US Army Corps of Engineers and the mission of the Honolulu Engineer District's role in the Pacific Basin Area, with emphasis on its Civil Works Water Resource Development Program.

Goals of the Pacific Regional Visitor Center

- Interpret the U.S. Army Corps of Engineers overall mission.
- Present the overall "Corps of Engineers Story".

- Interpret the Honolulu Engineer District's mission in the Pacific Basin area.
- Interpret the Honolulu District's role in respect to its Civil Works Water Resource Development Program in the Pacific Basin area.

Interpret the Honolulu District's role in respect to its Military Construction Program and how it serves the soldier.

- ? Increase public awareness and appreciation of the Corps' mission and activities.

--- END APPENDIX A ---

APPENDIX B

Appendix B

The Visitor Experience of the revised Regional Visitor Center, Fort DeRussy, Hawaii.

Prepared by Tom Coffman Multimedia, Inc., dated 15 November 2001.

Prepared for the U.S. Army Corps of Engineers, Honolulu Engineer District, Fort Shafter, Hawaii.

Preface

The Regional Visitor Center (RVC) of the U.S. Army Corps of Engineers at Fort DeRussy, Hawai'i, is a viable but aging and increasingly outdated visitor center. It is unchanged since its opening in 1982. The RVC is located on the second story of the historic Battery Randolph, one of the original U.S. Military fortifications of Hawaii. The far more visible attraction on site is the U.S. Army Museum, which occupies the interior of the ground floor and part of the upstairs of the gun battery.

In this location the RVC attracts 45,000 people yearly. In addition to an obvious need to update the center's content, several key goals emerged from the planning and design phase. One was to strengthen the institutional identity of the center, which now revolves almost wholly around the theme "People, Islands and Water." As part of this effort, a sense of Corps history needs to be conveyed, based on the Corps' work in the Pacific area from 1905 to the present, with emphasis on the Honolulu Engineer District's (HED) Water Resources Development Program.

The second goal is to create a stronger visitor experience by making the exhibits more interactive, dimensional, and technologically current. Third, this revision seeks to more clearly convey the

breadth of Corps work, from military construction on the one hand, to environmental preservation on the other. The fourth goal is a clean, simple delineation between the Center and the Army Museum, while continuing to capitalize on the visitor flow through the museum.

*Interpretive Prospectus***The U.S. Army Corps of Engineers Regional Visitor Center****By Tom Coffman, Media Producer**

The remaking of the Regional Visitor Center proceeds from a viewpoint devoted to blending two elements:

- (B) A clear, simple statement of institutional identify and
- B) Presentations of the Pacific

Theme. The resulting recommendation of theme is:

The U.S. Army Corps of Engineers
In the Pacific

While this may initially sound hum-drum, I believe it is engaging. Where most people associate the Corps with continental public works, the words “In the Pacific” add a story twist that raises the question: *What do they do here?*

The theme should first be presented as signage on the wall opposite the elevator and stairwell on the second floor, along with the words: Regional Visitor Center and a left arrow. This should replace the existing bulletin board and the rear-lit light box.

Opening the Door. Two more elements have been designed to attract visitors through the RVC:

- (B) A coral reef aquarium that can be seen to the visitor’s left from the elevator and stairwell area
- (B) Hanging signage above the entry door

Impression on Entry. The most likely question at the point of entry is, “How do I get a better look at the beautiful aquarium?” At this point, the visitor will see, hear and experience an array of attracting elements across a 180 degree arc. From left to right these will be: An animated ocean surge model, a brilliant screen of images, a topographic model of Oahu, a second brilliant screen of images and a second model with flowing water.

The Macro View. As the visitor assesses the scale of the center, he or she subconsciously makes decisions: How big is this place? How much time will it take? After spending so much time on my feet at the Army Museum, is it worth the effort?

Clearly there is a lot to see and do here, laid out in a relatively simple, accessible floor plan. As an experience of space, it will be something like entering a subway car in the middle of the car, but it will be reassuring to locate both ends of the oblong. To the far right is a dramatic photographic mural; to the far left is a theater screen washed with colored light.

The light levels will vary, creating interest. There also will be obvious places to sit down.

Institutional Signage. Almost immediately ahead the visitor will see a block of type with the heading:

***The Mission of
the U.S. Army Corps of Engineers
in the Pacific***

Themed Signage: In association with the video display on harbors in the entry room (Room 204), the visitor will see one of four additional interior signs, each of which will have a brief interpretive subtext; e.g.:

Islands and Harbors
Creating an Ocean Highway

In association with the video display to the right (Room 203, the environmental room), the visitor will see:

Islands and Water
Sustaining human settlement

A third sign, rendered in the same style, will be associated with the theater:

Partnering in the Pacific
Collaborating with Pacific dwellers

The fourth sign will organize the military-related displays from the Pacific. It will say:

Pacific Military Construction
Maintaining a Strong America

A Multi-Directional Menu: This is space with multi-directional possibilities. Accordingly the function of the signage is to keep the visitor on track, regardless of where he or she is.

The Most Likely Visitor Path: One likely path is to explore the entry room (204). A second likely path is a right turn into the environment room (203). The reasons for this are the prior glimpse of the aquarium, together with the fountain of the *Islands and Water* exhibit, the intense light of the gas-plasma video screen, and the dramatic photo mural (see Dwg. 1).

Islands and Water (Room 203)

The principle story of this room is the Corps' environmentally-conscious approach to management of water on an island.

Hydrological model/Photographic mural: The centerpiece of Room 203 is a mountain-to-the-sea model, based on HED's Kawainui Marsh Flood Control Project, utilizing fiber optics as an interpretive display tool. The interpretation will be about the Corps' involvement in floodplain management, and its development of flood control projects while remaining environmentally conscious and sensitive. The model will also educate the visitor on how Corps flood control projects benefit the community (protects people and saves property and businesses from occurring flood damage, and allows development adjacent to flood control projects) and the environment. The model will show a flood plain, a marsh, flood control features (which may include a levee and/or any other type of flood control features), and a town or some other suggestion of settlement bringing to life the idea of a floodplain. The audio effects will include the rumble of thunder, the crack of lightning and a downpour.

Because mountain-to-the-sea ecosystems are pie-shaped on islands, the model will progressively widen on the ocean side. The end will be a radius. The model shall be approximately 6 feet wide by 8 feet long and the base of the model shall be off the display floor. This arc will correspond to the opposing radius of a rear-lit photographic mural that will face the model. The content of this photograph will be a reverse angle of a sea-to-mountain environment.

The mood-creating effects (such as thunder and downpour) and narrative interpretation will emanate from a 90-second solid-state audio element, which can be activated on viewer demand with the press of a button (see Dwgs. 1 thru 4).

The Reef Aquarium. The salt-water aquarium should be of major interest. It will contain representations of coral reef as well as a wide range of colorful reef species. The interpretation will be that healthy coral plays an important part in creating the rich ecosystem of the reef. The marine life of the reef is an important source of protein in the traditional diet of islanders.

Story-line and style of video: The video will be produced as an informative impression of the range of Corps' Civil Works Water Resources Development Program in the Pacific as they relate to the environment. It will be done in a diverse style that allows for a wide range of visual material. This will be held together by artistic integration of animated typography, which conveys concepts and identifies projects. Nature and beauty elements should be prominent but not the exclusive content; the context of preservation and management projects should also be conveyed. This video will be two to four minutes in length. The imagery and typography will be produced to a light music track. The material will play in a continuous loop that starts over every two to three minutes. The screen will have an exceptionally bright image, resulting from its high resolution and gas plasma technology.

The gas plasma screens of 203 and 204 will be activated by a motion sensor located in the corridor approaching the center. A “sleep” switch for these systems will be in the attendant’s kiosk. This will allow both the attendant and the players to rest from otherwise continuous play, but will keep the screens active for passersby who are deciding whether to come in.

Supporting Panels: The goal of the field production phase will be to locate vignettes that convey contemporary work across the reach of the island ecosystem, e.g.: In the upland, along streams, in wetlands, along the shore, and in the ocean (see Dwgs. 5 & 6).

One panel will convey the major environmental legislation that guides the Corps’ work:

- The National Environmental Policy Act
- The Clean Water Act
- The National Historic Preservation Act

Stories of exhibit panels will illustrate the following Corps’ missions:

- Environmental Regulation and Permitting
- Ecosystem Restoration
- Shoreline Protection
- Flood Control
- Hydropower
- Emergency Response to Natural Disasters

The institutional nature of this panel will further balance presentation of the Corps identity with themed subject matter.

Public participation will be highlighted.

Islands and Harbors (Room 204)

Where color dominated the Environment Room, black and white will be a major influence in this room. The light level will be higher. The feeling will be more historical and also more informational. The U.S. Army Corps of Engineers mission statement will be on the angled wall that introduces the static exhibit content.

On the wall adjacent to it will be a photograph of Lt. John R. Slattery, founding figure of the Corps in Hawaii, along with a caption that describes the Corps’ involvement in the construction of aids to navigation, including several lighthouses, coastal fortifications and the dredging of Honolulu Harbor. A second photograph will be a photograph of the Sand Island John R. Slattery bascule drawbridge built and dedicated in 1962 to the Corps’ first District Engineer in Honolulu (see Dwg. 7).

Hawaiian Islands, Guam, Commonwealth of the Northern Mariana Islands and American Samoa Topographical Model: This fiber optic interactive model will depict the location of all

HED's Civil Works projects and some of the more high profile HED military projects within HED's area of jurisdiction and operation. The model shall be approximately 6 feet wide by 6 feet long and the base of the model shall be off the display floor (see Dwg. 1).

Video. The video will be a mix of archival and contemporary images, emphasizing several of the major harbors of Hawaii but also conveying something about the navigation programs of the Corps across the Pacific Basin. Like the video of 203, it will be produced in a music and sound effects style with a heavy use of creative, animated typography, so that the visitor will not have to strain to listen to a narrative. It will be two to four minutes long.

Deep-draft harbors. The wall facing the visitor on entrance will be dominated by the flat-panel video screen, which will freely mix historic and contemporary photographs and videotape of harbors large and small. The screen will be flanked by three images, creating a sort of triptych effect. One photograph will be an aerial of Honolulu Harbor. The second will be an aerial of Pearl Harbor. The third will be an aerial of Hilo Harbor. The historic importance of each (Honolulu – major economic commercial port; Pearl Harbor – military significance; and Hilo – commercial port and a breakwater the provides tsunami protection) will be detailed, along with the role of the Corps in dredging and developing these harbors (see Dwg. 8).

Small boat harbors. The involvement of the Corps in small-boat harbors also will be conveyed in ancillary panels, drawing on examples in Hawaii, Guam, the Commonwealth of the Northern Mariana Islands and American Samoa. At least one story will focus on the life of a village-level user, such as a resident of Tau Island (American Samoa). The visitor will learn that contrary to the romantic imagery of islands, few large harbors were formed by nature. Many in the American Pacific are man-made. These have contributed to commerce, fishery development, and ocean safety. Many techniques have been developed, prominently including dredging and the creation of breakwaters (see Dwg. 8).

Dolos Concrete Armor Unit Exhibit. This will be a large, foam-based replication of the interlocking concrete material used to make breakwaters. It will be minimally interpreted to connect people with its use. Its purpose is to bring home how few natural harbors occur in the Pacific. It will vary the scale of elements in the center by presenting an object of dramatic size. It will delineate the passage from Rooms 204 (Islands and Harbors) to 205 (Theater) (see Dwg. 9).

Theater (Room 205)

Approach to Space: Three hanging panels will delineate the theater space and create a themed photo mural or montage with a simple screened overlay: Come In, Theater. On the theater side of the hanging panels will be acoustical baffles to minimize the transmission of sound (see Dwg. 11).

Partnering in the Pacific. This is a mini-theater with an five- to seven-minute documentary-type video production around the theme of partnering. It will be the most broadly synthesizing statement in the visitor center. It will depict projects around the Hawaiian Islands, American Samoa, Guam and the Commonwealth of the Northern Mariana Islands.

It will visit Corps partners through brief clips of people who work with the Corps and make use of the Corps's projects in their daily lives.

Theater technology has been changed to low-maintenance, high light-output video projection. This will allow for a higher ambient light level, resulting in a sense of ready accessibility for the visitor. This effect will be heightened by the design of both the theater and its seating being made more open and accessible.

The primary start function will consist of a motion sensor that will slowly lower the lights and start a count-down to show time. The video optionally can be started by the attendant from his kiosk, or by a visitor from within the theater (to cover situations in which viewers arrive part way through a showing and, when it is over, watch the part they have missed). The control system will also have a lockout period immediately following the show, in which the theater is inoperative. This will allow the visitor to exit the theater without tripping the motion sensor or starting the show by striking the button on the way out. The control system will also have a "sleep" function to prolong the life of the equipment. It will render the player, projector and motion sensor inoperative during off hours. The attendant's kiosk will also be equipped with an "e-stop" system capable of instantaneously stopping the show and bringing up the theater lights to full level in case of emergency.

Military Construction. These changeable exhibit spaces will describe military construction projects in the engineering districts around the Pacific. They will include maps of the districts as well as photographs of recent construction projects. Maps, graphics and photographs will be supplied by the Corps(see Dwg. 12).

Interactive Kiosks. These kiosks will give Corps national history and will be national in their scope and content. It will meet the requirement to cover Corps national history. Part of the project will involve injecting the history of the Honolulu Engineer District and the Pacific Ocean Division into the national project. This will require not only coordination but media development and programming (see Dwg. 9).

Work Program & System

Research

History

Current Operations of Honolulu Engineer District (HED), U.S. Army Corps of Engineers (Corps)

Mutually Define Production Steps with HED/Corps team

Documentation of Corps history and current operations:

Audio

Video

Still Photography

Graphics as appropriate

Scope of documentation:

Hawaiian Islands

American Samoa Islands

Guam

Commonwealth of the Northern Mariana Islands

Documentation to selectively include:

Ground

Boat

Aerial

Video Productions

Five- to seven-minute, theater, 3:4 ratio

Two- to four-minute, harbors, 16:9 ratio

Two- to four-minute, environment, 16:9 ratio

Models

Kawai Nui Marsh fiber optic model (drawing)

Topographic fiber optic model of Hawaiian Island, Guam, CNMI and American Samoa (drawing)

1:1 Dolos concrete armor unit model (interlocking concrete)

Free Standing Display Kiosk

Exhibit Panels

Approximately 17 curved panels approximately 45 x 28"
 Approximately 14 panels approximately 28 x 22"
 Approximately 6 panels approximately 17 x 11"

Mural

Cibachome production
 Fabrication of frame
 Installation sandwiched in plexiglass with rear-lit grid background (drawing)

Room 203 system

Supply and install:

- Exterior motion sensor
- "sleep" switch located in attendant kiosk
- RS-232 controllable DVD player for video/room ambience combination
- Wall-mounted gas plasma display (42" Sony or equivalent quality)
- Wall-mounted speakers flanking screen with amp located in equipment rack (2)
- Flush-mounted (4) 12-inch, 16W 8 OHM, ceiling-mounted speakers – Sony or equivalent
- Amplifier – 85 to 100 W to power ceiling mount speakers
- Maximum 90-second solid-state audio player with bush-button switch for interpretation and sound effects of model, with self-powered speaker
- DVD player, and amplifiers for Rm 203 and Rm 204 to be located in equipment closet specified in drawings. Control system for both systems to be centralized in the attendant kiosk area equipment rack
- Fourteen-gauge speaker lines, component video lines and low-voltage control lines as specified, to be pulled through conduits provided by electrical contractor

Room 204 system

Supply and install:

- Exterior motion sensor
- "sleep" switch located in attendant kiosk
- RS-232 controllable DVD player
- Gas plasma display (42" Sony or equivalent quality)
- Wall-mounted speakers flanking screen with amp located in equipment rack (2)

- DVD player, and amplifiers for Rm 203 and Rm 204 to be located in equipment closet specified in drawings. Control system for both systems to be centralized in the attendant kiosk area equipment rack.
- Fourteen-gauge speaker lines, component video lines and low-voltage control lines as specified, to be pulled through conduits provided by electrical contractor

Room 205 system

Supply and install:

- Wall mount start panel
- Motion sensor located in ceiling near rear entrance are to theatre
- Control system for DVD player, screen-wash lighting, restart inside theater, and restart from attendant's kiosk (electrical dimmer to be provided by electrical contractor – to be activated by a dry-contact relay)
- Attendant start panel with “E-stop” and SLEEP functions located in attendants kiosk
- Front projection screen with net projection area (npa) of 6’ x 8’ mounted off end wall (floating) approx 6” – 10” using support brackets.
- Ceiling mounted video projector mounted at correct distance from screen to fill screen. Projector mounting bracket requires custom fabrication to extend down from corrugated steel ceiling deck approx 36” through T-bar sub-ceiling.
- RS-232 controllable DVD player located in attendant kiosk.
- Four channel sound system: Left and Right Front (150W Genelec, Monitor Audio or equivalent) and Left and Right Rear speakers (100W or equivalent).
- Two 300W Amplifiers to drive the above speaker system. Sound system configured as stereo left and right in both front and rear locations
- Three replacement lamps for video projector to be supplied
- All equipment except projector to be installed in small equipment rack to be located in attendant kiosk
- Fourteen-gauge speaker lines, component video lines and low-voltage control lines as specified, to be pulled through conduits provided by electrical contractor

Note: This description intentionally excludes the aquarium, which will be supplied by the building's construction contractor.

--- END APPENDIX B ---

INSTRUCTIONS

INSTRUCTIONS, NOTICES TO OFFERORS AND BASIS OF AWARD:

I. QUOTATION SUBMITTAL INSTRUCTIONS:

- a. As a minimum, the quotation shall contain the sections listed below.

- i. Technical proposal which addresses the evaluation factors listed in paragraph II, "Evaluation Factors and Relative Importance".
 - ii. SF-1449 (Solicitation/Contract/Order for Commercial Items", Pricing Schedule; FAR 52.212-3 I "Offeror Representations and Certifications-Commercial Item Alternate I (Jul 2002); DFARS 252.212-7000 Offeror Representations and Certifications-Commercial Items (Nov 1995)
- b. The quote shall contain a table of contents identifying each section as listed in the order given above.
- c. The quotation shall be appropriately tabbed and shall correspond to the table of contents.
- d. Each Offeror shall complete each section of the quote as described herein. The submittal of an incomplete quotation may render the quote unacceptable.
- e. The Offeror shall submit an original and six copies of its quote.
- f. Quotes will be accepted by handcarrying or mailing to U.S. Army Engineer District, Honolulu, Attn: CEPOH-CT-S (M. Buckner), Building 200, Fort Shafter, HI 96858-5440.

II. EVALUATION FACTORS AND RELATIVE IMPORTANCE:

- a. **Past Performance:** The offeror shall include data which clearly demonstrates their ability to meet the requirements of this contract based on their past performance history within the past five (5) years on relevant projects similar in size and scope to this contract. Only past performance as a **prime** contractor relevant to this project will be considered. Offeror shall provide a copy of their past performance evaluations. Offerors shall submit complete and accurate information. The Government may elect not to request additional information to perform the evaluation. Past Performance evaluation standards are as follows:

Outstanding	The Offeror has provided examples of past performance on relevant projects similar in size and scope which clearly demonstrate the ability to meet the requirements of this contract and none of the final performance ratings are less than Satisfactory and at least half are Outstanding
Above Average	The Offeror has provided examples of past performance on relevant projects similar in size and scope which clearly demonstrate the ability to meet the requirements of this contract and none of the final performance ratings are less than Satisfactory and at least half are Above Average
Satisfactory	The Offeror has provided examples of past performance on relevant projects similar in size and scope which clearly demonstrate the ability to meet the requirements of this contract and none of the final performance ratings are less than Satisfactory
Marginal	The Offeror has provided examples of past performance on

	relevant projects similar in size and scope which clearly demonstrate the ability to meet the requirements of this contract and none of the final performance ratings are less than Marginal
Unsatisfactory	The Offeror has provided examples of past performance on relevant projects similar in size and scope, at least one received an Unsatisfactory final performance rating, or documented performance ratings were not submitted
Neutral	Offerors will not be rated favorably or unfavorably if the Offeror does not have a record of relevant past performance. However, an Offeror with no past performance history may be considered less favorably than an Offeror with a favorable past performance history

- b. **Experience:** The offeror shall describe company and staff experience performed within the past ten (10) years as a prime contractor to meet requirements for the performance of exhibitry, fabrication and installation services. Experience evaluation standards are as follows:

Outstanding	The Offeror has provided examples of past experience on at least four (4) relevant projects similar in size and scope, which clearly meet the requirements of this contract.
Above Average	The Offeror has provided examples of past experience on at least three (3) relevant projects similar in size and scope, which clearly meet the requirements of this contract.
Satisfactory	The Offeror has provided examples of past experience on at least two (2) relevant projects similar in size and scope, which clearly meet the requirements of this contract.
Marginal	The Offeror has provided examples of past experience on at least one (1) relevant project similar in size and scope, which clearly meet the requirements of this contract.
Unsatisfactory	The Offeror has provided examples of past experience on other projects not similar nor relevant and do not meet the requirements of this contract

- c. **Technical Factors:** All of the following technical factors are of equal value.
- i. Past Performance
 - ii. Experience
- d. **Non-Technical Factor (Price):** Technical factors is more important than Price.

III. BASIS FOR AWARD:

- a. Subject to the terms and conditions herein, award will be made to a single offeror. No quotations will be accepted that does not contain the total amount of work specified in this request for quote.

- b. The Government will evaluate each quote strictly in accordance with its content. No assumptions will be made and matters not discussed in the quotations.
- c. Quotations which are technically unrealistic or unrealistically low in price will be reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirement and may be deemed unacceptable.
- d. The Government may select a firm for award on the basis of initial offers received without clarifications or discussions. Offerors are advised that it is definitely possible that award may be made without discussions or any contact concerning the quotation received. Therefore, quotations should be submitted initially on the most favorable terms from technical and cost standpoint with which the offeror can submit to the Government. Do not assume that you will be contacted or afforded an opportunity to clarify, discuss, or revise your quotation.
- e. All quotations will be evaluated against the evaluation factors set forth in paragraph II, "Technical Factors and Relative Importance". The technical evaluation factors is considered more important than price. Price will not be scored but will be evaluated for reasonableness, realism and affordability.

IV. EVALUATION OF OPTION (JUL 1990):

- a. Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all option s to the total price for the basic requirement. Evaluation of the option will not obligate the Government to exercise the option.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North

American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the

Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991

CLAUSES INCORPORATED BY FULL TEXT

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting

officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also

disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

- (i) An unmanufactured end product mined or produced in a qualifying country; or
 - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
 - (A) Components mined, produced, or manufactured in a qualifying country.
 - (B) Components mined, produced, or manufactured in the United States.
 - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
 - (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.
 - (c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.
 - (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
- (End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

- (a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.
 - (b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.
- (End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

- (a) Definitions. As used in this clause--
 - (1) Component means any item supplied to the Government as part of an end product or of another component.
 - (2) End product means supplies delivered under a line item of this contract.
- (b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

- (1) Food.
 - (2) Clothing.
 - (3) Tents, tarpaulins, or covers.
 - (4) Cotton and other natural fiber products.
 - (5) Woven silk or woven silk blends.
 - (6) Spun silk yarn for cartridge cloth.
 - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
 - (8) Canvas products.
 - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
 - (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply--
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
 - (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the simplified acquisition threshold in FAR part 2;
 - (3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;
 - (4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
 - (5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

S-19 SAFETY STANDARDS

The successful offeror will be required to comply with Chapter 396 of the Hawaii Occupational Safety and Health Act (OSHA) standards and Title 12 Department of Labor and Industrial Relations, Subtitle 8 Division of Occupational Safety and Health, Part 2 General Industry Standards as well as with the Corps of Engineers Manual 385-1-1, Safety and Health Requirements Manual. [Title 29, CFR, Chap 18, Part 1910 (OSHA)]

[End of Statement]

S-28.7 REQUIRED INSURANCE (Dec 1993)

(The following is applicable when work is performed on a government installation.)

The minimum insurance requirements, pursuant to Section 00700, Contract Clause, "INSURANCE - - WORK ON A GOVERNMENT INSTALLATION" of this contract, are:

Workers' Compensation and Employer's Liability Insurance - Minimum coverage of \$100,000.

Comprehensive General Liability Insurance - Minimum coverage of \$500,000 per occurrence.

Automobile Liability Insurance

(1) Bodily Injury: Minimum coverage of \$200,000 per person and \$500,000 per occurrence.

(2) Property Damage: Minimum coverage of \$20,000 per occurrence.

The Contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation. The Certificate Holder for Subcontractors' Certificates of Insurance shall be the U.S. Army Engineer District, Honolulu, Fort Shafter, Hawaii 96858-5440. [FAR 28.306 and 28.307-2]

[End of Statement]

S-36.18 ACCIDENT PREVENTION PLAN (DEC 1998)

Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the preconstruction conference, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall consist of the following forms and documents:

(a) An executed POD Form 248-R Rev (1 Jun 98), Accident Prevention Program, Administrative Plan.

(b) An executed POD Form 184-R Rev (16 Oct 98), Activity Hazard Analysis. (At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase.)

(c) A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees.

Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer, or his authorized representative. In developing and implementing its Accident Prevention Program, the Contractor is also responsible for reviewing Section 1 of the most current edition (Sep 1996) of US Army Corps of Engineers Safety and Health Requirements Manual, Engineer Manual 385-1-1. [See paragraph entitled, SAFETY STANDARDS, in Section 00800]

[End of Statement]

S-36.34 VEHICLE REGISTRATION

V. All vehicles operating on Army Installations must have a valid registration, valid certificate of insurance, current safety inspection and be operated by a licensed driver. Vehicle operators shall be prepared to present these documents when requested by the security guard.

VI. Contractor vehicles utilized in performance of the contract shall be registered with the Installation Provost Marshal for entry into any Army Installation. This includes contractor employees' privately-owned vehicles (POVs) used to travel to and from the job site. Employees will be allowed to register only one vehicle. It shall be the sole responsibility of the contractor to register vehicles with the Provost Marshal.

VII. Prior to contract performance, the contractor shall provide the Contracting Officer with a list of company-owned vehicles, employee POVs, and any subcontractor vehicles to be registered. The Contracting Officer will prepare a request for vehicle registration to the Provost Marshal. Upon receipt of the signed request the contractor shall report directly to the Provost Marshal for vehicle registration. Contractor employees must report in person for registration of their POVs. The following documents will be required to be presented to the Provost Marshal for vehicle registration:

- (b) Contracting Officer's request for vehicle registration.
- (c) Valid Vehicle registration
- (d) Valid Certificate of Insurance
- (e) Current Safety Inspection
- (f) Valid driver's license

VIII. At any time contractor employees (or subcontractor employees) are operating contractor-owned vehicles on an Army Installation, they shall have in their possession a letter signed by a corporate officer authorizing the individual to drive the vehicle.

IX. The Contracting Officer and the Provost Marshal office shall be notified of any changes in vehicles within three business days of the change.

X. In the event the Provost Marshal issues extended passes for vehicles, lost passes shall be reported immediately, in writing, to the appropriate Provost Marshal Office, in order to obtain new passes. Notification shall include all circumstances surrounding the loss of the original passes. All vehicle passes issued shall be returned to the Provost Marshal upon completion of the contract, termination of an employee or discontinued use of the registered vehicles.

XI. Failure to follow the procedures outlined above may result in delays in entering Army Installations. The Government is not responsible for any adverse impact on the contractor or its operation as a result of delays due to the failure to register vehicles.

S-4 COST BREAKDOWN

Quoter is required to provide a detailed cost breakdown of his quotation which is to be submitted with his response to this Request for Quotation. Breakdown should cover costs such as labor, materials, overhead and profit. The information will be used in the evaluation process.

[End of Statement]

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(i) Past Performance; (ii) Experience; (iii) Price

Technical Factors (Past Performance and Experience) are equal. Technical is more important than Price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541850.

(2) The small business size standard is \$6,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Principal Investigator, GS-15, \$46.23/hr

Project Manager, GS-12, \$27.97/hr

Exhibit Designer, GS-11, \$23.34/hr

Exhibit Designer Assistant, GS-10, \$21.24/hr

Cost Estimator, GS-9, \$19.29/hr

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Army Engineer District, Honolulu, Contracting Division, Fort Shafter, HI 96858-5440.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/VFFARa.htm>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

<http://www.hq.usace.army.mil/cepr/asp/acquisition/efars.asp>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/VFFARa.htm>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

<http://www.hq.usace.army.mil/cepr/asp/acquisition/efars.asp>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

XII. The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

WAGE DETERMINATION NO: 94-2153 REV (30) AREA: HI,ISLAND-WIDE

WAGE DETERMINATION NO: 94-2153 REV (30) AREA: HI,ISLAND-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2153

Revision No.: 30

Date Of Last Revision: 05/28/2002

State: **Hawaii**Area: **Hawaii** Statewide

OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage
Determination 2000-0085

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	10.29
Accounting Clerk II	11.35
Accounting Clerk III	12.87
Accounting Clerk IV	15.68
Court Reporter	15.36
Dispatcher, Motor Vehicle	13.88
Document Preparation Clerk	11.95
Duplicating Machine Operator	11.95
Film/Tape Librarian	11.23
General Clerk I	7.83
General Clerk II	9.11
General Clerk III	10.69
General Clerk IV	13.22
Housing Referral Assistant	19.80
Key Entry Operator I	10.66
Key Entry Operator II	12.85
Messenger (Courier)	9.35
Order Clerk I	11.84
Order Clerk II	12.90
Personnel Assistant (Employment) I	12.83
Personnel Assistant (Employment) II	13.80
Personnel Assistant (Employment) III	16.25
Personnel Assistant (Employment) IV	17.89
Production Control Clerk	16.51
Rental Clerk	13.51
Scheduler, Maintenance	15.00
Secretary I	15.66
Secretary II	19.31
Secretary III	21.72
Secretary IV	26.40
Secretary V	30.87
Service Order Dispatcher	10.41
Stenographer I	12.21
Stenographer II	13.72
Supply Technician	17.64
Survey Worker (Interviewer)	11.66
Switchboard Operator-Receptionist	11.75
Test Examiner	17.73
Test Proctor	17.73
Travel Clerk I	11.33

Travel Clerk II	12.19
Travel Clerk III	13.07
Word Processor I	11.35
Word Processor II	12.50
Word Processor III	13.99
Automatic Data Processing Occupations	
Computer Data Librarian	10.71
Computer Operator I	14.18
Computer Operator II	15.52
Computer Operator III	18.45
Computer Operator IV	20.07
Computer Operator V	22.21
Computer Programmer I (1)	16.53
Computer Programmer II (1)	17.97
Computer Programmer III (1)	20.59
Computer Programmer IV (1)	25.01
Computer Systems Analyst I (1)	20.47
Computer Systems Analyst II (1)	22.98
Computer Systems Analyst III (1)	25.85
Peripheral Equipment Operator	14.17
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.34
Automotive Glass Installer	16.53
Automotive Worker	16.53
Electrician, Automotive	16.85
Mobile Equipment Servicer	14.26
Motor Equipment Metal Mechanic	18.34
Motor Equipment Metal Worker	16.53
Motor Vehicle Mechanic	19.27
Motor Vehicle Mechanic Helper	13.06
Motor Vehicle Upholstery Worker	15.63
Motor Vehicle Wrecker	16.53
Painter, Automotive	19.16
Radiator Repair Specialist	16.53
Tire Repairer	13.78
Transmission Repair Specialist	18.31
Food Preparation and Service Occupations	
Baker	13.52
Cook I	12.10
Cook II	13.52
Dishwasher	10.22
Food Service Worker	9.79
Meat Cutter	15.55
Waiter/Waitress	9.84
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.41
Furniture Handler	11.71
Furniture Refinisher	17.41
Furniture Refinisher Helper	13.41
Furniture Repairer, Minor	15.12
Upholsterer	17.41
General Services and Support Occupations	
Cleaner, Vehicles	9.68
Elevator Operator	10.56
Gardener	13.51
House Keeping Aid I	11.48
House Keeping Aid II	12.11
Janitor	10.56
Laborer, Grounds Maintenance	10.99
Maid or Houseman	11.28
Pest Controller	14.70
Refuse Collector	11.94
Tractor Operator	12.70
Window Cleaner	11.50
Health Occupations	
Dental Assistant	13.66

Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.57
Licensed Practical Nurse I	11.52
Licensed Practical Nurse II	13.72
Licensed Practical Nurse III	15.34
Medical Assistant	12.30
Medical Laboratory Technician	13.72
Medical Record Clerk	11.93
Medical Record Technician	13.54
Nursing Assistant I	8.66
Nursing Assistant II	9.73
Nursing Assistant III	10.61
Nursing Assistant IV	11.93
Pharmacy Technician	12.19
Phlebotomist	13.72
Registered Nurse I	20.02
Registered Nurse II	24.50
Registered Nurse II, Specialist	24.50
Registered Nurse III	29.38
Registered Nurse III, Anesthetist	29.38
Registered Nurse IV	35.24
Information and Arts Occupations	
Audiovisual Librarian	18.05
Exhibits Specialist I	16.15
Exhibits Specialist II	19.18
Exhibits Specialist III	23.46
Illustrator I	18.79
Illustrator II	22.28
Illustrator III	27.23
Librarian	25.35
Library Technician	14.96
Photographer I	11.79
Photographer II	14.21
Photographer III	16.84
Photographer IV	20.60
Photographer V	24.90
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.88
Counter Attendant	8.88
Dry Cleaner	10.01
Finisher, Flatwork, Machine	8.88
Presser, Hand	8.88
Presser, Machine, Drycleaning	8.88
Presser, Machine, Shirts	8.88
Presser, Machine, Wearing Apparel, Laundry	8.88
Sewing Machine Operator	10.75
Tailor	11.50
Washer, Machine	8.88
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	19.38
Tool and Die Maker	23.30
Material Handling and Packing Occupations	
Forklift Operator	15.94
Fuel Distribution System Operator	16.90
Material Coordinator	18.78
Material Expediter	18.78
Material Handling Laborer	16.89
Order Filler	12.27
Production Line Worker (Food Processing)	12.12
Shipping Packer	15.22
Shipping/Receiving Clerk	12.99
Stock Clerk (Shelf Stocker; Store Worker II)	14.80
Store Worker I	10.96
Tools and Parts Attendant	15.65
Warehouse Specialist	15.65
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	21.49

Aircraft Mechanic Helper	15.65
Aircraft Quality Control Inspector	24.55
Aircraft Servicer	18.15
Aircraft Worker	19.39
Appliance Mechanic	19.38
Bicycle Repairer	13.78
Cable Splicer	23.46
Carpenter, Maintenance	22.29
Carpet Layer	21.15
Electrician, Maintenance	25.24
Electronics Technician, Maintenance I	22.95
Electronics Technician, Maintenance II	24.17
Electronics Technician, Maintenance III	25.45
Fabric Worker	17.39
Fire Alarm System Mechanic	23.46
Fire Extinguisher Repairer	16.90
Fuel Distribution System Mechanic	20.40
General Maintenance Worker	18.39
Heating, Refrigeration and Air Conditioning Mechanic	21.73
Heavy Equipment Mechanic	26.98
Heavy Equipment Operator	26.17
Instrument Mechanic	26.98
Laborer	12.27
Locksmith	19.38
Machinery Maintenance Mechanic	23.46
Machinist, Maintenance	21.86
Maintenance Trades Helper	13.41
Millwright	23.46
Office Appliance Repairer	20.64
Painter, Aircraft	19.38
Painter, Maintenance	20.99
Pipefitter, Maintenance	23.46
Plumber, Maintenance	22.29
Pneudraulic Systems Mechanic	23.46
Rigger	23.46
Scale Mechanic	19.39
Sheet-Metal Worker, Maintenance	25.55
Small Engine Mechanic	18.39
Telecommunication Mechanic I	24.18
Telecommunication Mechanic II	24.65
Telephone Lineman	24.18
Welder, Combination, Maintenance	21.98
Well Driller	22.15
Woodcraft Worker	23.46
Woodworker	16.40
Miscellaneous Occupations	
Animal Caretaker	11.45
Carnival Equipment Operator	11.72
Carnival Equipment Repairer	12.46
Carnival Worker	9.33
Cashier	10.35
Desk Clerk	13.02
Embalmer	17.93
Lifeguard	10.35
Mortician	17.93
Park Attendant (Aide)	13.01
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.90
Recreation Specialist	16.11
Recycling Worker	15.00
Sales Clerk	9.92
School Crossing Guard (Crosswalk Attendant)	9.03
Sport Official	10.35
Survey Party Chief (Chief of Party)	20.82
Surveying Aide	11.38
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.59
Swimming Pool Operator	12.87

Vending Machine Attendant	11.34
Vending Machine Repairer	13.52
Vending Machine Repairer Helper	11.34
Personal Needs Occupations	
Child Care Attendant	10.42
Child Care Center Clerk	14.94
Chore Aid	9.44
Homemaker	18.52
Plant and System Operation Occupations	
Boiler Tender	17.74
Sewage Plant Operator	16.85
Stationary Engineer	20.40
Ventilation Equipment Tender	15.65
Water Treatment Plant Operator	16.85
Protective Service Occupations	
Alarm Monitor	14.68
Corrections Officer	17.18
Court Security Officer	17.18
Detention Officer	17.18
Firefighter	16.62
Guard I	9.69
Guard II	11.57
Police Officer	17.73
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	14.93
Archeological Technician II	16.72
Archeological Technician III	20.70
Cartographic Technician	23.96
Civil Engineering Technician	19.37
Computer Based Training (CBT) Specialist/ Instructor	20.37
Drafter I	12.25
Drafter II	15.76
Drafter III	19.03
Drafter IV	22.66
Engineering Technician I	14.46
Engineering Technician II	18.64
Engineering Technician III	22.50
Engineering Technician IV	29.74
Engineering Technician V	32.60
Engineering Technician VI	39.41
Environmental Technician	17.36
Flight Simulator/Instructor (Pilot)	25.08
Graphic Artist	18.31
Instructor	21.41
Laboratory Technician	16.07
Mathematical Technician	22.28
Paralegal/Legal Assistant I	15.96
Paralegal/Legal Assistant II	18.69
Paralegal/Legal Assistant III	22.87
Paralegal/Legal Assistant IV	27.63
Photooptics Technician	19.37
Technical Writer	18.16
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	17.35
Weather Observer, Senior (3)	18.39
Weather Observer, Upper Air (3)	17.35
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.35
Parking and Lot Attendant	7.15

Shuttle Bus Driver	12.28
Taxi Driver	10.78
Truckdriver, Heavy Truck	17.46
Truckdriver, Light Truck	12.28
Truckdriver, Medium Truck	15.57
Truckdriver, Tractor-Trailer	17.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (**Hawaii**): \$0.99 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the **Hawaii** prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the **Hawaii** prepaid Health Care Act, the new health and welfare benefit rate will be \$2.15. For information regarding the **Hawaii** prepaid Health Care Act, please contact the **Hawaii** Employers Council.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination

shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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